No. 80-298

In the Supreme Court of the United States

OCTOBER TERM, 1980

ROGER D. MONROE, PETITIONER

v.

THE STANDARD OIL COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

JOINT APPENDIX

PETITION FOR CERTIORARI FILED AUGUST 28, 1980
CERTIORARI GRANTED NOVEMBER 3, 1980

In the Supreme Court of the United States

OCTOBER TERM, 1980

No. 80-298

ROGER D. MONROE, PETITIONER

v.

THE STANDARD OIL COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

INDEX

	Page
RELEVANT DOCKET ENTRIES	1
COMPLAINT	5
ANSWER	7
DEFENDANT'S ANSWERS TO REQUEST FOR ADMISSIONS	8
DEFENDANT'S ANSWERS TO INTERROGATORIES	12
DEFENDANT'S RESPONSE TO SUPPLEMENTAL REQUEST FOR ADMISSIONS	15
DEFENDANT'S ANSWERS TO SUPPLEMENTAL INTERROGATORIES	17
PLAINTIFF'S RESPONSE TO REQUEST FOR ADMISSIONS	20
STIPULATION OF FACTS	24
APPENDIX TO PLAINTIFF'S BRIEF IN COURT OF APPEALS	41
ORDER GRANTING CERTIORARI	44

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

No. C76-71

ROGER D. MONROE

v.

THE STANDARD OIL COMPANY

RELEVANT DOCKET ENTRIES

DATE	PROCEEDING
2-25-76	Complaint fld. Summons issued.
3-10-76	1 Summons returned SERVED 2-26-76 The Standard Oil Co. thru Phil Cancil, filed. Marshal fees $19.00.
3-12-76	Deft. answer, filed. Copies mailed.
7-30-76	Pltf's interrogatories to deft., filed. Copies mailed.
7-30-76	Pltf's request for admissions by deft., filed. Copies mailed.
8-30-76	Deft. answers to request for admissions, filed. Copies mailed.
9-2-76	Defs. req. for admissions by pltf., fld. c.m.
9-9-76	Deft. Standard Oil Co., answers to interrogatories, filed. Copies mailed.
10-13-76	Pltf's supplemental request for admissions by deft., filed. Copies mailed
11-4-76	Deft's response to pltf's supplemental request for admissions, filed copies mailed.
10-13-76	Pltf's supplemental interrogatories to deft., filed. Copies mailed.

DATE	PROCEEDING
11-4-76	Deft's answers to pltf's supplemental interrogatories, filed. Copies mailed.
3-29-77	Not. p.t. Tuesday, May 3, 1977 at 1:30 p.m. mld.
10-13-76	Pltf's response to deft's request for admissions by pltf., filed. Copies mailed.
4-20-77	Deft's. motion for summary judgment filed. Mld.
4-25-77	Not. vacating p.t. set for Tuesd., May 3, at 1:30 p.m. mld.
4-26-77	Approved Stip. to hold in abeyance Court's ruling on defts motion for summary judgment and to pass pretrial conference of May 3, 1977, filed. DJY Copies mailed.
6-21-77	Stip. of facts, filed.
6-21-77	Pltf's cross-motion for summary judgment, filed. Attached memo in support. Copies mailed.
7-5-77	Pltf's motion for leave to file supplemental memo. of law, filed. Copies mailed.
7-6-77	Stip. and ordered that deft. Standard Oil Co. has to July 15, 1977 to reply to pltf's Memo. of law in support of cross-motion for summary judgment, filed. DJY Copies served.
7-15-77	Deft's reply brief to pltf's memo. of law in support of cross-motion for summary judgment, filed. Copies mailed.
7-18-77	Pltf's motion for leave to file supplemental matter in support of motion for summary judgment, filed. Copies mailed.
8-29-77	Approved pltf's motion for leave to file supplemental matter, filed. DJY Copies mailed.
8-29-77	Approved pltf's motion for leave to file supplemental memo. of law, filed. DJY Copies mailed.
8-29-77	Pltf's supplemental memo. of law in support of cross-motion for summary judgment, filed.
9-15-77	Not. p.t. Mon. Oct. 17, 1977 at 2:30 p.m. mld.
9-27-77	Pltf. motion to vacate pretrial, filed.
10-5-77	ORDERED that p.t. scheduled for 10-17-77 at 2:30 is hereby cancelled, fld. DJY, J. c.m.
2-22-78	Opinion and ORDER: . . . that cross-motion of pltf. for summary judgment is hereby sustained; and F.O. mo. of def. for summary judgment is hereby OVERruled; and F.O. Clk. to enter judgment in favor of pltf.

DATE	PROCEEDING
	against def. in the sum of $1,086.72 for wages lost as result of serving military obligation, fld. DJY, J. c.m./serv.
2-22-78	Judgment entered in favor of pltf. against def. in the sum of $1,086.72, fld. c.m.
3-22-78	Deft. Standard Oil Co. Notice of Appeal, filed. Copy mailed. (3-27-78 copy of Notice of Appeal with copy of docket entries mailed to U.S. Sixth Circuit Court of Appeals)
4-25-78	Certified record sent in on appeal to U.S. Sixth Circuit Court of Appeals, Cincinnati.
5-17-78	Acknowledged receipt US Ct. of Appeals fld. 5-15-78, their #78-3233, fld.
5-6-80	OPINION of the Sixth Circuit, filed 1-24-80 judgment of District Court reversed and remanded with instructions to dismiss the complaint.
5-6-80	JUDGMENT of Sixth Circuit, filed 1-24-80. Issued as Mandate 5-1-80; Costs: None.
5-6-80	CERTIFIED RECORD on appeal returned from Sixth Circuit, filed and acknowledged receipt.
5-7-80	ORDER filed. DJY. Clerk to refund appeal bond in the sum of $250.00 from the Registry. Notice Waived.
5-20-80	ORDER of the Court, filed. DJY Copies to AUSA and Garland. Ordered that the complaint is dismissed.

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 78-3233

ROGER D. MONROE

v.

THE STANDARD OIL COMPANY

RELEVANT DOCKET ENTRIES

DATE	PROCEEDING
5-15-78	*Certified record* (1 vol. pleadings), filed; and cause docketed
10-5-79	Cause argued by Paul S. McAuliffe for appellant, by William H. Berger for appellee and case submitted to the Court (Before: Celebrezze, Engel and Peck, JJ.)
1-24-80	Judgment of the District Court reversed and cause remanded with instructions to dismiss the complaint (Celebrezze, Engel, and Peck, JJ.)
1-24-80	Opinion by Peck, J.
3-7-80	Petition of appellee for rehearing & suggestion for rehearing en banc (m-3/6) [Distributed to the Court].
4-15-80	Order denying petition for rehearing (Celebreeze, Engel and Peck, JJ.)

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76–71
Judge Don J. Young

ROGER D. MONROE, PLAINTIFF,

v.

THE STANDARD OIL COMPANY, DEFENDANT.

COMPLAINT

I

This is an action under Section 404(a) of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, (38 U.S.C. §2022), hereinafter called the Act, and jurisdiction is vested in this court pursuant thereto.

II

Defendant is a corporation, with a place of business located in Lima, Ohio, within the jurisdiction of this Court.

III

Plaintiff Roger D. Monroe was first employed by defendant as a full-time employee in June, 1974 at Lima, Ohio, in a position other than temporary within the meaning of the Act.

IV

Plaintiff was absent from said position to perform military reserve duty and training on May 10 and 11, 1975.

V

Defendant has failed and refused to offer plaintiff opportunity to perform work to the extent he would have en-

joyed had he not been absent for military reserve duty and training on the aforesaid dates.

VI

Defendant has violated 38 U.S.C. §2021(b)(3) by denying plaintiff an advantage of employment because of his obligation as a member of a reserve component of the Armed Forces of the United States. Defendant has also violated 38 U.S.C. §2024(d) by refusing to permit plaintiff, upon release from periods of such duty and training, to return to his position with such pay as he would have had if he had not been absent for such purposes.

WHEREFORE, plaintiff prays that defendant be required to grant him the full advantage and pay to which he is entitled under the Act; that he be granted, retroactively, such opportunities for work as have been heretofore denied him by reason of defendant's unlawful actions; that he be compensated for loss of wages suffered by reason of defendant's unlawful actions; and for such other further relief as the Court may deem appropriate.

FREDERICK M. COLEMAN
United States Attorney

By _____
PATRICK J. FOLEY
Assistant United States Attorney

Of Counsel:

WILLIAM J. KILBERG
Solicitor of Labor

HERMAN GRANT
Regional Solicitor

W. S. KLOEPFER
Associate Regional Solicitor

GREGORY B. TAYLOR
Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Case No. C 76-71

Judge Don J. Young

ROGER D. MONROE, PLAINTIFF

v.

THE STANDARD OIL COMPANY, DEFENDANT

ANSWER

1. Defendant admits the allegations contained in paragraphs I, II, III, and IV of the Complaint.

2. Defendant denies the allegations contained in paragraph V of the Complaint.

3. Defendant denies the allegations contained in paragraph VI of the Complaint.

/s/ _____
JOHN GARLAND
Attorney for Defendant
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served on Patrick J. Foley, Assistant U.S. Attorney, 307 U.S. Courthouse, Toledo, Ohio 43624 by placing a copy in the U.S. mail this 11 day of March, 1976.

/s/ _____
JOHN GARLAND
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76-71

Judge Young

ROGER D. MONROE, PLAINTIFF

v.

THE STANDARD OIL COMPANY, DEFENDANT

ANSWERS TO REQUEST FOR ADMISSIONS

Defendant, The Standard Oil Company, by its attorney, John Garland, answers the request for admissions served upon The Standard Oil Company by plaintiff on August 2, 1976 as follows:

Request No. 1. At all times pertinent hereto, since June, 1974, plaintiff Roger D. Monroe has been employed at defendant's refinery located at Lima, Ohio.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 2. At all times pertinent hereto, plaintiff has been employed as a nonregular breaker, holding the entry level plus one grade position.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 3. A nonregular breaker's duties include, in addition to labor and maintenance work, relieving the operators for the various operation units, as well as the regular breakers, when required to do so.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 4. Plaintiff is trained to relieve the LPG operator when required to do so.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 5. Plaintiff has customarily worked a 40-hour week, except for weeks during which he has been absent to perform military reserve duties.

Answer: Defendant admits that plaintiff customarily worked a 40-hour week except for weeks during which he had been absent to perform military reserve duties and except for weeks when he was absent for other reasons such as vacations, sick time, personal time off and time off for military leave and except for those weeks in which plaintiff worked overtime.

Request No. 6. At all times pertinent hereto, employment at the Lima refinery has been governed by a collective bargaining agreement, effective January 8, 1975 between defendant and the Oil, Chemical, and Atomic Workers International Union.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 7. Article V, paragraph 23 of the agreement provides as follows:

> Employees on shift may, by mutual consent and with the consent of their foreman, change shifts provided such change does not require the payment of overtime or premium pay. Where such changes require the payment of overtime or premium pay, such changes may be made only where there exists a critical need of such changes proven to the satisfaction of the Plant Manager.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 8. Defendant's Lima refinery normally remains in operation 24 hours per day, 7 days per week, including three daily work shifts.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 9. On May 10 and 11, 1975, plaintiff was absent from work to attend military reserve training.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 10. As a result of said absence plaintiff missed 16 hours of scheduled working time, for which he was not compensated.

Answer: Defendant admits the truth of the matters set forth in this request. Defendant points out that under the provisions of Article V, paragraph 23 of the Collective Bargaining Agreement effective August 8, 1975 between defendant and the Oil, Chemical, and Atomic Workers International Union, plaintiff could have reached agreement with another employee so as not to have lost any work time. Plaintiff was apparently unable to reach such an agreement.

Request No. 11. Defendant took no steps to provide plaintiff with 16 substituted working hours, to make up for his lost working time on May 10 and 11, 1975, other than what is provided by Article V, paragraph 23 of the Collective Bargaining Agreement.

Answer: Defendant admits the truth of the matters set forth in this request.

Request No. 12. No employees of defendant voluntarily consented to exchange shifts with plaintiff during the week of May 10 and 11, 1975.

Answer: Defendant admits the truth of the matters set forth in this request.

/s/ _____

JOHN GARLAND,
Attorney for Defendant,
The Standard Oil Company
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Request for Admissions was mailed this 26 day of August,

1976 to Patrick J. Foley, Assistant United States Attorney, 307 U.S. Courthouse, Toledo, Ohio 43624 by regular U.S. mail.

/s/ _____
JOHN GARLAND,
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76-71
Judge Young

ROGER D. MONROE, PLAINTIFF

v.

THE STANDARD OIL COMPANY, DEFENDANT

ANSWERS TO INTERROGATORIES

Defendant, The Standard Oil Company, by D. E. Eschner, General Superintendent Administration of the Lima Refinery, answers the interrogatories served on it by plaintiff on August 2, 1976 as follows:

Interrogatory No. 1: If defendant denies, in whole or in part, Requests for Admission Nos. 2, , or 4, please describe plaintiff's position and duties of that position.

Answer: Not relevant since defendant answered request for admission nos. 2 and 4.

Interrogatory No. 2: If defendant denies, in whole in part, Request for Admission No. 5, please state plaintiff's normal work week and/or employment history in terms of weekly hours worked.

Answer: Defendant admits that plaintiff customarily worked a 40-hour week except for weeks during which he had been absent to perform military reserve duties and except for weeks when he was absent for other reasons such as vacations, sick time, personal time off and time off for military leave and except for those weeks in which plaintiff worked overtime.

Interrogatory No. 3: If defendant denies, in whole or in part, Request for Admission Nos. 11 or 12, please state in detail the steps taken by defendant or its employees to accommodate plaintiff's absence from work on March 10 and 11, 1975.

Answer: Not relevant since defendant answered request for admission nos. 11 and 12.

Interrogatory No. 4: State the total work force at the Lima refinery during 1975 and 1976.

Answer: 1975–571
1976–574

Interrogatory No. 5: State the total number of employees at the Lima refinery classified as nonregular breaker during 1975 and 1976.

Answer: 1975–24
1976–23 as of August 23, 1976

Interrogatory No. 6: State the total number of employees at the Lima refinery classified as regular breaker during 1975 and 1976.

Answer: 1975–10
1976–10 as of August 23, 1976

Interrogatory No. 7: State the total number, and names, of nonregular breaker employees at the Lima refinery during 1975 and 1976 who are, or were, trained to relieve the LPG operator.

Answer: 9—A. J. Burden
—S. P. Washington
—R. D. Monroe
—D. M. Gilbert
—G. P. Longbrake
—W. J. Harrod
—H. Owens
—H. L. Huston
—C. H. Johnson

D.E. Eschner, being duly sworn, deposes and says that he resides at 3460 Greens Rd. Lima Ohio; that he is the General Superintendent Administration at the Lima Refinery of The Standard Oil Company, Defendant; and that he has read the foregoing Answers to Interrogatories and knows the contents thereof and that the same are true of his own knowledge except as to the matters therein stated

to be alleged on information and belief, and as to those matters he believes them to be true.

/s/ _____
D. E. ESCHNER

STATE OF OHIO
SS:
COUNTY OF ALLEN

Signed and sworn to before me this 7 day of September, 1976.

/s/ _____
JAMES P. DILLER,

Notary Public
Notary public
In and for Allen County, Ohio
My Commission Expires Sept. 5, 1980

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Interrogatories was mailed this 8th day of September, 1976 to Patrick J. Foley, Assistant United States Attorney, 307 U.S. Courthouse, Toledo, Ohio 43624 by regular U.S. mail.

/s/ _____
JOHN GARLAND,
Attorney for Defendant
The Standard Oil Company
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76-71

Judge Young

ROGER D. MONROE, PLAINTIFF

vs.

THE STANDARD OIL COMPANY, DEFENDANT

DEFENDANT'S RESPONSE TO PLAINTIFF'S SUPPLEMENTAL REQUEST FOR ADMISSIONS

1. During 1975 and 1976, up to the present date, plaintiff was absent from his assigned working shift on the following dates to attend military reserve training and was unable to arrange for an exchange of shifts with other employees:

1975: May 10, 11
June 14, 15
September 7
October 4, 5
November 7
December 7

1976: January 9, 10, 11, 17, 18, 23, 24 & 25
February 7, 8
March 6
June 6
July 17, 18

RESPONSE: Denied.

2. As a result of his absence on the dates set forth in Request No. 1, plaintiff lost a total of approximately 184 hours of work, for which he was not compensated.

RESPONSE: Denied.

3. When non-regular breaker employees are absent from their assigned shifts, for reasons such as illness or family emergencies, it is the practice to assign extra board employees to fill in for them.

RESPONSE: Admitted.

4. During 1975 and 1976, there were occasions when extra board employees were assigned to shifts normally performed by non-regular breaker employees and/or LPG operators.

RESPONSE: Admitted.

/s/ _____

JOHN GARLAND,
Attorney for Defendant
The Standard Oil Company
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing response was sent to Patrick J. Foley, Assistant United States Attorney, 307 U.S. Courthouse, Toledo, Ohio 43624, by regular U.S. mail, this 2nd day of November, 1976.

/s/ _____

JOHN GARLAND,
Attorney for Defendant

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76-71

Judge Young

ROGER D. MONROE, PLAINTIFF

v.

THE STANDARD OIL COMPANY, DEFENDANT

DEFENDANT'S ANSWERS TO PLAINTIFF'S SUPPLEMENTAL INTERROGATORIES

Defendant, The Standard Oil Company, by D. E. Eschner, General Superintendent Administration of the Lima Refinery, answers Plaintiff's supplemental interrogatories as follows:

No. 1. If Defendant denies, in whole or in part, Request for Admission No. 1, please list the correct dates of such absences.

ANSWER: 1975: May 10, 11
June 14, 15
August 1
September 6
October 3, 4
November 7
December 7

1976: January 9, 10, 11, 17, 18, 23, 24 and 25
February 7, 8
March 6
June 6
July 17, 18

No. 2. If Defendant denies, in whole or in part, Request for Admission No. 2, please state the correct total of working hours lost by Plaintiff.

ANSWER: 192 hours of work

No. 3. If Defendant denies, in whole or in part, Request for Admission No. 3, please state in detail the procedures followed when non-regular breaker shift employees are absent by reason of illness or other emergencies.

ANSWER: Irrelevant since Defendant does not deny in whole or in part Request for Admission No. 3 except Defendant does point out that time and one-half had to be paid to the employee so assigned upon different occasions.

No. 4. If Defendant denies Request for Admission No. 4 or 5, please explain in detail the functions performed by extra board employees, the procedure by which they are assigned to work, the situations under which they are called, and the types of work which they are qualified to do.

ANSWER: Irrelevant since Defendant does not deny in whole or in part Request for Admission No. 4 except Defendant does point out that time and one-half had to be paid to the employee so assigned upon different occasions.

D. E. Eschner, being duly sworn deposes and says that he resides at 3460 Greens Road, Lima, Ohio; that he is the General Superintendent Administration at the Lima Refinery of The Standard Oil Company, Defendant; and that he has read the foregoing Answers to Interrogatories and knows the contents thereof and that the same are true of his own knowledge except as to the matters therein stated to be alleged on information and belief, and as to those matters he believes them to be true.

/s/ _____
D. E. ESCHNER

STATE OF OHIO

SS:

COUNTY OF ALLEN

Signed and sworn to before me this 28 day of October, 1976.

JAMES P. DILLER
Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Interrogatories was mailed this 2 day of November, 1976 to Patrick J. Foley, Assistant United States Attorney, 307 U.S. Courthouse, Toledo, Ohio 43624 by regular U.S mail.

/s/ _____

JOHN GARLAND,
Attorney for Defendant
The Standard Oil Company
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C 76-71
Judge Young

ROGER D. MONROE, PLAINTIFF,

v.

THE STANDARD OIL COMPANY, DEFENDANT.

PLAINTIFF'S RESPONSE TO DEFENDANT'S REQUEST FOR ADMISSIONS BY PLAINTIFF

Plaintiff, by his attorney, gives the following response to Defendant's Request for Admissions served upon the plaintiff on September 2, 1976:

1. At all times pertinent hereto, since June, 1974, plaintiff Roger D. Monroe has been employed at defendant's refinery located at Lima, Ohio.

Admitted.

2. At all times pertinent hereto, plaintiff has been employed as a nonregular breaker, holding the entry level plus one grade position.

Admitted.

3. A nonregular breaker's duties include, in addition to labor and maintenance work, relieving the operators for the various operation units, as well as the regular breakers, when required to do so.

Admitted

4. Plaintiff is trained to relieve only the LPG operator when required to do so.

Admitted

5. Except for weeks when plaintiff was absent from work for reasons such as vacation, sick time, personal time off and time off for military leave and except for those

weeks in which plaintiff worked overtime, plaintiff has customarily worked a 40-hour week.

Admitted

6. At all times pertinent hereto, employment at the Lima refinery has been governed by a collective bargaining agreement, effective January 8, 1975, between defendant and the Oil, Chemical, and Atomic Workers International Union.

Admitted

7. Article V, paragraph 23 of the agreement provided as follows:

> Employees on shift may, by mutual consent and with the consent of their foreman, change shifts provided such change does not require the payment of overtime or premium pay. Where such changes require the payment of overtime or premium pay, such changes may be made only where there exists a critical need of such changes proven to the satisfaction of the Plant Manager.

Admitted

8. Plaintiff has been treated the same as all other employees of defendant who were classified as nonregular breakers in regard to rate of pay and other benefits under the collective bargaining agreement effective January 8, 1975, between defendant and the Oil, Chemical, and Atomic Workers International Union.

Admitted

9. For the week beginning May 4, 1975, and for the week beginning May 11, 1975, defendant scheduled plaintiff for the same number of working hours that defendant scheduled other nonregular breakers who were qualified to relieve LPG operators.

Admitted

10. Plaintiff had the right, the same as other employees of defendant, by mutual consent with another employee and with the consent of their foreman, to change shifts (hours, days or both), provided such change did not require the payment of overtime or premium pay.

Admitted

11. On several different occasions when plaintiff was scheduled to work hours which he desired off to attend military reserve training he changed shifts (hours, days or both) with other employees so he could attend military reserve training and still work a 40 hour week.

Plaintiff admits that on four (4) different occasions in 1975 and 1976 when plaintiff was scheduled to work hours when he was required to attend military reserve training he changed shifts (hours, days or both) with other employees so that he could attend military reserve training and still work a 40 hour week.

However, plaintiff states that he missed scheduled shifts on twenty-three (days) during 1975 and 1976 by reason of military reserve training when he was unable to exchange shifts with other employees, and consequently lost a total of 184 working hours.

12. Plaintiff was scheduled for and did attend military reserve training on May 10 and May 11, 1975.

Admitted.

13. Since plaintiff was scheduled to attend military reserve training on May 10 and May 11, 1975, he attempted to have other employees of defendant voluntarily agree to exchange shifts (hours, days or both) with plaintiff so he would be able to work a full 40 hours during the weeks beginning May 4 and May 11, 1975.

Admitted.

14. Plaintiff was paid at the rate of $5.66 per hour for the hours he worked during the weeks beginning May 4 and May 11, 1975, and would have been paid at the same rate had he worked on May 10 and May 11, 1975.

Admitted.

15. Plaintiff was unsuccessful in his attempts to change shifts (days, hours or both) for the weeks beginning May 4 and May 11, 1975.

Admitted.

FREDERICK M. COLEMAN
United States Attorney

By _____
PATRICK J. FOLEY
Assistant United States Attorney
307 U.S. Courthouse
Toledo, Ohio 43624
Phone: (419) 259-6476

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Civil Action No. C76-71
Judge Don J. Young

ROGER D. MONROE, PLAINTIFF,

v.

THE STANDARD OIL COMPANY, DEFENDANT.

STIPULATION OF FACTS

The parties hereto by and through their respective counsels, hereby stipulate to the following facts and it is understood and agreed by and between the parties that this stipulation shall be binding upon any subsequent motions, pleadings, or actions which may be initiated by either party. The following facts are true:

1. This is an action under Section 404(a) of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (38 U.S.C. §2022), and jurisdiction is vested in this Court pursuant thereto.

2. Defendant, The Standard Oil Company, is a corporation, with a place of business located in Lima, Ohio, within the jurisdiction of this Court.

3. Plaintiff, Roger D. Monroe, was first employed by defendant as a full-time employee in June of 1974, at Lima, Ohio, in a position other than temporary within the meaning of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

4. At all times pertinent hereto, since June, 1974, plaintiff Roger D. Monroe has been employed at defendant's refinery located at Lima, Ohio.

5. Except for weeks when plaintiff was absent from work for reasons such as vacation, sicktime, personal time off, and time off for military leave and except for those

weeks in which plaintiff worked overtime, plaintiff has customarily worked a 40-hour week.

6. At all times pertinent hereto, employment at the Lima refinery has been governed by a collective bargaining agreement, effective January 8, 1975, between defendant and the Oil, Chemical, and Atomic Workers International Union.

7. Article V, paragraph 23 of the agreement provided as follows:

> Employees on shift may, by mutual consent and with the consent of their foreman, change shifts provided such change does not require the payment of overtime or premium pay. Where such changes require the payment of overtime or premium pay, such changes may be made only where there exists a critical need of such changes proven to the satisfaction of the Plant Manager.

8. Plaintiff has been employed in the following classifications during the periods indicated:

September, 1974 to September, 1976—LPG Operator

September, 1976 to November, 1976—OM & S Breaker

November, 1976, to the Present—OM & S Operator.

9. Plaintiff has been treated the same as all other employees of defendant in his classification in regard to rate of pay and other benefits under the collective bargaining agreement effective January 8, 1975, between defendant and the Oil, Chemical, and Atomic Workers International Union.

10. During all the weeks in question herein, defendant scheduled plaintiff for the same number of working hours that defendant scheduled other nonregular breakers.

11. Plaintiff had the right, the same as other employees of defendant, by mutual consent with another employee and with the consent of their foreman, to change shifts (hours, days or both), provided such change did not require the payment of overtime or premium pay.

12. On four (4) different occasions in 1975 and 1976 when plaintiff was scheduled to work hours when he was re-

quired to attend military reserve training he changed shifts (hours, days or both) with other employees so that he could attend military reserve training and still work a 40-hour week.

13. Plaintiff was scheduled for and did attend military reserve training on the following dates, and was for that reason absent from his assigned working shift:

1975: May 10, 11
June 14, 15
August 1
September 6
October 3, 4
November 7
December 7

1976: January 9, 10, 11, 17, 18, 23 24 & 25
February 7, 8
March 6
June 6
July 17, 18

14. On the above dates, plaintiff was unable to arrange for an exchange of shifts with other employees, so as to be able to work a full 40 hours during such weeks.

15. As a result of his absence on the dates set forth in paragraph 13, plaintiff lost a total of 192 hours of work, for which he was not compensated.

16. Plaintiff was paid at the rate of $5.66 per hour for the hours he worked during the weeks beginning May 4 and May 11, 1975, and would have been paid at the same rate had he worked on May 10, and 11, 1975.

17. Defendant's Lima refinery normally remains in operation 24 hours per day, 7 days per week, including three daily work shifts.

18. As a result of plaintiff being absent from work on May 10 and 11, 1975, for military training, he missed 16 hours of scheduled working time, for which he was not compensated.

19. Defendant took no steps to provide plaintiff with substituted hours, to make up for plaintiff's lost working time on the dates listed in paragraph 13, other than what is provided by Article V, paragraph 23 of the Collective Bargaining Agreement.

20. When nonregular, breaker employees are absent from their assigned shifts, for reasons such as illness or family emergencies, it is the practice to assign extra board employees to fill in for them.

21. During 1975 and 1976, there were occasions when extra board employees were assigned to shifts normally performed by nonregular breaker employees and for LPG operators.

22. Plaintiff is required by his Reserve unit to attend training assemblies with this unit on the third weekend of each month, plus two weeks annual training the last two weeks of August.

23. Exhibit A is a true representation of the Refinery Pumping Department schedule during 1977, showing three daily shifts, with employees being designated by letter symbols. Plaintiff is designated by the symbol "O", and his assignments are circled, with weekend days being underlined.

THE STANDARD OIL COMPANY

/s/ By _____
JOHN GARLAND
Attorney for Defendant
The Standard Oil Company
1725 Midland Building
Cleveland, Ohio 44115
(216) 575-4567

Date June 2, 1977

ROGER D. MONROE
WILLIAM D. BEYER
United States Attorney

BY _____
PATRICK J. FOLEY
Assistant United States Attorney
307 U.S. Courthouse
Toledo, Ohio 43624
(419) 259-6376

Date June 20, 1977

REFINERY PUMPING DEPARTMENT SCHEDULE Carbon A

	12-20-76							12-27-76							1-3-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					★	★							*								
Per	C	C	C	D	D	D	D	D	E	A	A	A	A	A	B	B	B	B	B	C	C
#2	H	H	H	H	E	I	I	I	I	F	F	F	F	F	G	G	G	G	G	G	H
#3	L	L	L	L	L	E	M	M	M	M	J	J	J	J	J	K	K	K	K	K	K
#1	P	P	Q	Q	Q	Q	E	E	N	N	N	N	N	O	O	O	O	O	P	P	P
#4	R	S	S	S	S	S	Q	T	T	T	T	T	U	U	U	U	R	R	R	R	
Per	B	B	B	B	B	C	C	C	C	D	D	D	D	D	E	A	A	A	A	A	A
#3	F	G	G	G	G	G	H	H	H	H	E	I	I	I	I	F	F	F	F	F	
#1	J	J	K	K	K	K	K	L	L	L	L	L	E	M	M	M	M	M	J	J	J
#2	O	O	O	O	P	P	P	P	P	Q	Q	Q	Q	E	E	N	N	N	N	N	O
#4	U	U	U	R	R	R	R	R	S	S	S	S	S	Q	T	T	T	T	T	U	U
Per	D	E	A	A	A	A	A	B	B	B	B	B	C	C	C	C	D	D	D	D	
#1	I	I	I	F	F	F	F	F	G	G	G	G	G	H	H	H	H	E	I	I	
#2	M	M	M	M	J	J	J	J	J	K	K	K	K	K	L	L	L	L	L	E	M
#3	E	N	N	N	N	N	O	O	O	O	P	P	P	P	P	Q	Q	Q	Q	Q	E
#4	T	T	T	T	T	U	U	U	U	U	R	R	R	R	R	S	S	S	S	S	Q

	1-10-77							1-17-77							1-24-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Per	C	C	D	D	D	D	D	E	A	A	A	A	A	B	B	B	B	C	C	C	
#1	F	F	F	E	I	I	I	I	I	H	H	H	H	H	G	G	G	G	F	F	
#2	J	J	J	J	E	M	M	M	M	L	L	L	L	L	K	K	K	K	K	J	
#3	N	N	N	N	N	E	E	Q	Q	Q	P	P	P	P	P	O	O	O	O	O	
#4	S	R	R	R	R	R	Q	U	U	U	U	U	T	T	T	T	S	S	S	S	
Per	B	B	B	B	C	C	C	C	C	D	D	D	D	D	E	A	A	A	A	A	B
#2	G	G	G	G	F	F		F	F	E	I	I	I		I	H	H	H	H	H	
#3	L	K	K	K	K	K	J	J	J	J	E	M	M		M	M	L	L	L	L	
#1	P	P	O	O	O	O	O	N	N	N	N	E	E		Q	Q	Q	P	P	P	
#4	T	T	T	S	S	S	S	S	R	R	R	R	R	Q	U	U	U	U	U	T	
Per	D	E	A	A	A	A	A	B	B	B	B	C	C	C	C	D	D	D	D	D	
#3	I	I	H	H	H	H	H	G	G	G	G	F	F		F	E	I	I	I		
#1	M	M	M	L	L	L	L	L	K	K	K	K	K	J	J	J	J	E	M	M	
#2	Q	Q	Q	Q	P	P	P	P	P	O	O	O	O	O	N	N	N	N	E	E	
#4	U	U	U	U	U	T	T	T	T	S	S	S	S	S	S	R	R	R	R	Q	

	1-31-77							2-7-77							2-14-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Per	C	D	D	D	D	D	E	A	A	A	A	A	B	B	B	B	C	C	C	C	
#3	F	F	E	I	I	I	I	I	H	H	H	H	H	G	G	G	G	F	F		
#1	J	J	J	E	M	M	M	M	L	L	L	L	L	K	K	K	K	K	J		
#2	N	N	N	N	E	E	Q	Q	Q	P	P	P	P	P	O	O	O	O	O		
#4	R	R	R	R	R	Q	U	U	U	U	T	T	T		T	T	S	S	S		
Per		B	B	B	C	C	C	C	D	D	D	D	D	E	A	A	A	A	A	B	B
#1		G	G	G	G	F	F	F	E	I	I	I			I	H	H	H	H	H	
#2		K	K	K	K	K	J	J	J	J	E	M	M		M	L	L	L	L	L	
#3		P	O	O	O	O	O	N	N	N	N	E	E	Q	Q	Q	P	P	P	P	
#4		T	T	S	S	S	S	S	R	R	R	R	R	Q	U	U	U	U	T	T	
Per		A	A	A	A	A	B	B	B	C	C	C	C		C	D	D	D	D	D	E
#2		I	H	H	H	H	H	G	G	G	G	F	F		F	E	I	I	I		
#3		M	M	L	L	L	L	L	K	K	K	K	K	J	J	J	J	E	M	M	
#1		Q	Q	Q	P	P	P	P	P	O	O	O	O	O	N	N	N	N	E	E	
#4		U	U	U	T	T	T	T	S	S	S	S	S		R	R	R	R	R	Q	

(27)

A- E- I- M- Q- U-
B- F- J- N- R- Ex Brd:
C- G- K- O- MONROE S-
D- H- L- P- T-

Calendar Holiday

PREVIOUS PAGE WAS BLANK

REFINERY PUMPING DEPARTMENT SCHEDULE

Area	Hd. Pmpr	2-21-77 M T W T F S S	2-28-77 M T W T F S S	3-7-77 M T W T F S S	3-14-77 M T W T F S S	3-21-77 M T W T F S S	3-28-77 M T W T F S S	4-4-77 M T W T F S S	4-11-77 M T W T F S S	4-18-77 M T W T F S S
		⊄						*		
		D D D D D E A	A A A A B B B	B B C C C C C	D D D D E A A	A A A B B B B	B C C C C C D	D D D E A A A	A A B B B B B	C C C C C D D
A	#2	F E I I I I I	H H H H H G G	G G G F F F F	#1 E I I I I I H	H H H H G G G	G G F F F F F	#3 I I I I I H H	H H H G G G G	G F F F F F E
r	#3	J J E M M M M	M L L L L L K	K K K K J J J	#2 J E M M M M M	L L L L L K K	K K K J J J J	#1 E M M M M M L	L L L L K K K	K K J J J J J
e	#1	N N N E E Q Q	Q Q P P P P P	0 0 0 0 0 N N	#3 N N E E Q Q Q	Q P P P P P 0	0 0 0 0 N N N	#2 N E E Q Q Q Q	P P P P 0 0	0 0 0 N N N N
a										
	#4	R R R R Q U U	U U U T T T T	T S S S S S R	#4 R R R Q U U U	U U T T T T T	S S S S S R R	#4 R R Q U U U U	U T T T T T S	S S S S R R R

Area	Hd. Pmpr	3-14-77 M T W T F S S	3-21-77 M T W T F S S	3-28-77 M T W T F S S	4-4-77 M T W T F S S	4-11-77 M T W T F S S	4-18-77 M T W T F S S
		B C C C C C D	D D D D E A A	A A A B B B B	C C C C C D D	D D D E A A A	A A B B B B B
A	#2	G G F F F F F	E I I I I I H	H H H H G G G	#1 G F F F F F E	I I I I I H H	H H H G G G G
r	#3	K K K J J J J	J E M M M M M	L L L L L K K	#2 K K J J J J J	E M M M M M L	L L L L K K K
e	#1	0 0 0 0 N N N	N N E E Q Q Q	Q P P P P P 0	#3 0 0 0 N N N N	N E E Q Q Q Q	P P P P P 0 0
a							
	#4	S S S S S R R	R R R Q U U U	U U T T T T T	#4 S S S S R R R	R R Q U U U U	U T T T T T S

Area	Hd. Pmpr	3-14-77 M T W T F S S	3-21-77 M T W T F S S	3-28-77 M T W T F S S	4-4-77 M T W T F S S	4-11-77 M T W T F S S	4-18-77 M T W T F S S
		A A A B B B B	B C C C C C D	D D D D E A A	A A B B B B B	C C C C C D D	D D D E A A A
A	#3	H H H H G G G	G G F F F F F	E I I I I I H	#2 H H H G G G G	G F F F F F E	I I I I I H H
r	#1	L L L L L K K	K K K J J J J	J E M M M M M	#3 L L L L K K K	K K J J J J J	E M M M M M L
e	#2	Q P P P P P 0	0 0 0 0 N N N	N N E E Q Q Q	#1 P P P P P 0 0	0 0 0 N N N N	N E E Q Q Q Q
a							
	#4	U U T T T T F	S S S S S R R	R R R Q U U U	#4 U T T T T T S	S S S S R R R	R R Q U U U U

A- 2- C- 4-
E- F- G- H-
I- J- K- L-
M- N- O- P-
Q- R- S- T-
U-
Ex. Bd:

Holiday

(28)

PREVIOUS PAGE WAS BLANK

REFINERY PUMPING DEPARTMENT SCHEDULE

Hd Pmpr	4-25-77 M T W T F S S	5-2-77 M T W T F S S	5-9-77 M T W T F S S	5-16-77 M T W T F S S	5-23-77 M T W T F S S	5-30-77 M T W T F S S	6-6-77 M T W T F S S	6-13-77 M T W T F S S	6-20-77 M T W T F S S
Area A #2	I I I I H H H	H H G G G G G	F F F F F E I	I I I H H H H	H G G G G G F	F F F F E I I	I I H H H H H	G G G G G F F	F F F E I I
Area #3	M M M M M L L	L L L K K K K	K J J J J J E	M M M M L L L	L K K K K K J	J J J J E M M	M M M L L L L	L K K K K K J	J J J J E M M
Area #1	E E Q Q Q Q P	P P P P 0 0 0	0 0 N N N N N	E Q Q Q Q P P	P P P 0 0 0 0	0 N N N N N E	Q Q Q Q P P P	P P 0 0 0 0 0	N N N N N E E
#4	R Q U U U U U	T T T T T S S	S S S R R R R	Q U U U U U T	T T T T S S S	S S R R R R R	U U U U U T T	T T T S S S S	S R R R R R Q

Hd. Pmpr	4-25-77 M T W T F S S	5-2-77 M T W T F S S	5-9-77 M T W T F S S	5-16-77 M T W T F S S	5-23-77 M T W T F S S	5-30-77 M T W T F S S	6-6-77 M T W T F S S	6-13-77 M T W T F S S	6-20-77 M T W T F S S
Area A #3	F F F F F E I	I I I I H H H	H H G G G G G	F F F F E I I	I I I H H H H	H G G G G G F	F F F E I I I	I I H H H H H	G G G G G F F
Area #1	K J J J J J E	M M M M M L L	L L L K K K K	J J J J E M M	M M M L L L L	L K K K K K J	J J J E M M M	M M M L L L L	L K K K K K J
Area #2	0 0 N N N N N	E E Q Q Q Q P	P P P P 0 0 0	0 N N N N N E	E Q Q Q Q P P	P P P 0 0 0 0	N N N N N E E	Q Q Q Q P P P	P P 0 0 0 0 0
#4	S S S R R R R	R Q U U U U U	T T T T T S S	S S R R R R R	Q U U U U U T	T T T T S S S	S R R R R R Q	U U U U U T T	T T T S S S S

Hd. Pmpr	4-25-77 M T W T F S S	5-2-77 M T W T F S S	5-9-77 M T W T F S S	5-16-77 M T W T F S S	5-23-77 M T W T F S S	5-30-77 M T W T F S S	6-6-77 M T W T F S S	6-13-77 M T W T F S S	6-20-77 M T W T F S S
Area A #1	H H G G G G G	F F F F F E I	I I I I H H H	H G G G G G F	F F F F E I I	I I I H H H H	H G G G G F F	G G G G G F F	F F F E I I I
Area #2	L L L K K K K	K J J J J J E	M M M M M L L	L K K K K K J	J J J J E M M	M M M L L L L	L K K K K J J	J J J J E M M	M M M L L L L
Area #3	P P P P 0 0 0	0 0 N N N N N	E E Q Q Q Q P	P P P 0 0 0 0	0 N N N N N E	E Q Q Q Q P P	P P 0 0 0 0 0	N N N N N E E	Q Q Q Q P P P
#4	T T T T T S S	S S S R R R R	R Q U U U U U	T T T T S S S	S S R R R R R	Q U U U U U T	T T T S S S S	S R R R R R Q	U U U U U T T

A-
B-
C-
D-
E-
F-
G-
H-
I-
J-
K-
L-
M-
N-
O-
P-
Q-
R-
S-
T-
U-
Ex. Bd:

...ar Holiday

(29)

PREVIOUS PAGE WAS BLANK

REFINERY PUMPING DEPARTMENT SCHEDULE

Hd Pmpr	6-27-77 M T W T F S S	7-4-77 M T W T F S S	7-11-77 M T W T F S S	7-18-77 M T W T F S S	7-25-77 M T W T F S S	8-1-77 M T W T F S S	8-8-77 M T W T F S S	8-15-77 M T W T F S S	8-22-77 M T W T F S S
Area #1	A A A A A B B	B B B C C C C	C D D D D D E	A A A A B B B	B B C C C C C	D D D D D E A	A A A B B B B	B C C C C C D	D D D D E A A
Area #2	I H H H H H G	G G G G F F F	F F E I I I I	H H H H G G G	G G G F F F F	F E I I I I I	H H H H G G G	G G F F F F F	E I I I I I H
Area #3	M M L L L L L	K K K K K J J	J J J E M M M	M L L L L L K	K K K K J J J	J J E M M M M	L L L L L K K	K K K J J J J	J E M M M M M
Area #4	Q Q Q P P P P	P (O O O O O) N	N N N N E E Q	Q Q P P P P P	(O O O O O) N N	N N N E E Q Q	Q P P P P P (O	O O O O) N N N	N N E E Q Q Q
	U U U U T T T	T T S S S S S	R R R R R Q U	U U U T T T T	T S S S S S R	R R R R Q U U	U U T T T T T	S S S S S R R	R R R Q U U U

Hd Pmpr	6-27-77 M T W T F S S	7-4-77 M T W T F S S	7-11-77 M T W T F S S	7-18-77 M T W T F S S	7-25-77 M T W T F S S	8-1-77 M T W T F S S	8-8-77 M T W T F S S	8-15-77 M T W T F S S	8-22-77 M T W T F S S
Area #1	B B B C C C C	C D D D D D E	A A A A A B B	B B C C C C C	D D D D D E A	A A A A B B B	B C C C C C D	D D D D E A A	A A A B B B B
Area #2	G G G G F F F	F F E I I I I	I H H H H H G	G G G F F F F	F E I I I I I	H H H H H G G	G G F F F F F	E I I I I I H	H H H H G G G
Area #3	K K K K K J J	J J J E M M M	M M L L L L L	K K K K J J J	J J E M M M M	M L L L L L K	K K K J J J J	J E M M M M M	L L L L L K K
Area #4	P (O O O O O) N	N N N N E E Q	Q Q Q P P P P	P (O O O O O) N N	N N N E E Q Q	Q Q P P P P P	(O O O O) N N N	N N E E Q Q Q	Q P P P P P (O
	T T S S S S S	R R R R R Q U	U U U T T T T	T S S S S S R	R R R R Q U U	U U U T T T T	S S S S S R R	R R R Q U U U	U U T T T T T

A- E- I- M- Q- U-
B- F- J- N- R- Ex. Hd:
C- G- K- O- S-
D- H- L- P- T-

Calendar Holiday

(30)

PREVIOUS PAGE WAS BLANK

REFINERY PUMPING DEPARTMENT SCHEDULE

	8-29-77							9-5-77							9-12-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Hd Pmpr.	A	A	B	B	B	B	B	C	C	C	C	C	D	D	D	D	E	A	A	A	A
Area A #2	H	H	H	G	G	G	G	G	F	F	F	F	F	E	I	I	I	I	I	H	H
Area #3	L	L	L	L	K	K	K	K	K	J	J	J	J	J	E	M	M	M	M	M	L
Area #1	P	P	P	P	P	O	O	O	O	O	N	N	N	N	N	E	E	Q	Q	Q	Q
Area	U	T	T	T	T	T	S	S	S	S	S	R	R	R	R	R	Q	U	U	U	U
Hd Pmpr.	D	D	D	E	A	A	A	A	A	B	B	B	B	B	B	C	C	C	C	C	D	D
Area #3	I	I	I	I	I	Q	H	H	H	H	G	G	G	G	G	F	F	F	F	F	F	E
Area #1	E	M	M	M	M	M	L	L	L	L	K	K	K	K	K	J	J	J	J	J	J	J
Area #2	N	E	E	Q	Q	Q	Q	P	P	P	P	P	O	O	O	O	O	N	N	N	N	N
Area #4	R	R	Q	U	U	U	U	U	T	T	T	T	T	S	S	S	S	S	R	R	R	R
Hd Pmpr.	C	C	C	C	C	D	D	D	D	E	A	A	A	A	A	B	B	B	B	B	B	B
Area #1	G	F	F	F	F	F	E	I	I	I	I	H	H	H	H	G	G	G	G	G	G	G
Area #2	K	K	J	J	J	J	J	E	M	M	M	M	M	L	L	L	L	L	K	K	K	K
Area #3	O	O	O	N	N	N	N	N	E	E	Q	Q	Q	Q	P	P	P	P	P	O	O	O
Area #4	S	S	S	S	S	R	R	R	R	Q	U	U	U	U	U	T	T	T	T	T	T	S

	9-19-77							9-26-77							10-3-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Area #1	H	H	G	G	G	G	G	F	F	F	F	F	E	I	I	I	I	H	H	H	H
Area #2	L	L	L	K	K	K	K	K	J	J	J	J	J	E	M	M	M	M	M	L	L
Area #3	P	P	P	P	O	O	O	O	O	N	N	N	N	N	E	E	Q	Q	Q	Q	P
Area #4	T	T	T	T	T	S	S	S	S	R	R	R	R	R	R	Q	U	U	U	U	U
Area #2	I	I	I	I	H	H	H	H	H	G	G	G	G	G	F	F	F	F	F	E	I
Area #3	M	M	M	M	M	L	L	L	L	K	K	K	K	K	J	J	J	J	J	E	M
Area #1	E	E	Q	Q	Q	Q	P	P	P	P	P	O	O	O	O	N	N	N	N	N	E
Area #4	R	Q	U	U	U	U	U	T	T	T	T	T	S	S	S	S	R	R	R	R	R
Area #1	C	C	C	C	C	D	D	D	D	E	A	A	A	A	A	B	B	B	B	B	B	C
Area #2	F	F	F	F	F	E	I	I	I	I	H	H	H	H	H	G	G	G	G	G	G	F
Area #3	K	K	J	J	J	J	J	E	M	M	M	M	M	L	L	L	L	K	K	K	K	K
Area #1	O	O	O	N	N	N	N	N	E	E	Q	Q	Q	Q	P	P	P	P	O	O	O	O
Area #4	S	S	S	S	R	R	R	R	R	Q	U	U	U	U	U	T	T	T	T	T	S	S

	10-10-77							10-17-77							10-24-77						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Area #3	B	B	B	B	B	C	C	C	C	C	D	D	D	D	D	E	A	A	A	A	A
Area #1	H	G	G	G	G	G	F	F	F	F	F	E	I	I	I	I	H	H	H	H	H
Area #2	L	L	K	K	K	K	K	J	J	J	J	J	E	M	M	M	M	L	L	L	L
Area #4	P	P	P	O	O	O	O	O	N	N	N	N	N	E	E	Q	Q	Q	Q	P	P
Area #4	T	T	T	T	S	S	S	S	S	R	R	R	R	R	Q	U	U	U	U	U	T
Area #3	D	E	A	A	A	A	A	B	B	B	B	B	C	C	C	C	C	D	D	D	D
Area #1	I	I	I	H	H	H	H	H	G	G	G	G	G	F	F	F	F	F	E	I	I
Area #2	M	M	M	M	L	L	L	L	L	K	K	K	K	K	J	J	J	J	J	E	M
Area #4	E	Q	Q	Q	Q	P	P	P	P	O	O	O	O	O	N	N	N	N	N	N	E
Area #4	Q	U	U	U	U	U	T	T	T	T	S	S	S	S	S	R	R	R	R	R	R
Area #2	C	C	C	D	D	D	D	D	E	A	A	A	A	A	B	B	B	B	B	C	C
Area #1	F	F	F	F	F	E	I	I	I	H	H	H	H	H	G	G	G	G	G	F	F
Area #2	J	J	J	J	J	E	M	M	M	M	L	L	L	L	K	K	K	K	K	K	K
Area #3	O	O	N	N	N	N	E	E	Q	Q	Q	P	P	P	P	O	O	O	O	O	O
Area #4	S	S	R	R	R	R	R	Q	U	U	U	U	U	T	T	T	T	S	S	S	S

A- E- I- M- Q- U-
B- F- J- N- R- ExBrd:
C- G- K- O- S-
D- H- L- P- T-

Calendar Holiday

(31)

PREVIOUS PAGE WAS BLANK

REFINERY PUMPING DEPARTMENT SCHEDULE

Area	10-31-77 M T W T F S S	11-7-77 M T W T F S S	11-14-77 M T W T F S S	11-21-77 M T W T F S S	11-28-77 M T W T F S S	12-5-77 M T W T F S S	12-12-77 M T W T F S S	12-19-77 M T W T F S S	12-26-77 M T W T F S S
Hd Pmpr	B B B B C C C	C C D D D D D	E A A A A A B	B B B C C C C	C D D D D D E	A A A A A B B	B B C C C C C	D D D D D E A	A A A A B B B
A #2	G G G G G F F	F F F E I I I	I I H H H H H	#1 G G G G F F F	F F E I I I I	I H H H H H G	#3 G G G F F F F	F E I I I I I	H H H H H G G
r #3	L K K K K K J	J J J J E M M	M M M L L L L	#2 K K K K K L L	J J J E M M M	M M L L L L L	#1 K K K K J J J	J J E M M M M	M L L L L L K
e #1	P P (0 0 0 0 0)	N N N N N E E	Q Q Q Q P P P	#3 P (0 0 0 0 0) N	N N N N E E Q	Q Q Q P P P P	#2 (0 0 0 0 0) N N	N N N E E Q Q	Q Q P P P P P
a #4	T T T S S S S	S R R R R R Q	U U U U U T T	#4 T T S S S S S	R R R R R Q U	U U U U T T T	#4 T S S S S S R	R R R R Q U U	U U U T T T T
Hd Pmpr	E A A A A A B	B B B B C C C	C C D D D D D	A A A A A B B	B B B C C C C	C D D D D D E	A A A A B B B	B B C C C C C	D D D D D E A
A #3	I I H H H H H	G G G G G F F	F F F E I I I	#2 I H H H H H G	G G G G F F F	F F E I I I I	#1 H H H H H G G	G G G F F F F	F E I I I I I
r #1	M M M L L L L	L K K K K K J	J J J J E M M	#3 M M L L L L L	K K K K K J J	J J J E M M M	#2 M L L L L L K	K K K K J J J	J J E M M M M
e #2	Q Q Q Q P P P	P P (0 0 0 0 0)	N N N N N E E	#1 Q Q Q P P P P	P (0 0 0 0 0) N	N N N N E E Q	#3 Q Q P P P P P	(0 0 0 0 0) N N	N N N E E Q Q
a #4	U U U U U T T	T T T S S S S	S R R R R R Q	#4 U U U U T T T	T T S S S S S	R R R R R Q U	#4 U U U T T T T	T S S S S S R	R R R R Q U U
Hd Pmpr	C C D D D D D	E A A A A A B	B B B B C C C	C D D D D D E	A A A A A B B	B B B C C C C	D D D D D E A	A A A A B B B	B B C C C C C
A #1	F F F E I I I	I I H H H H H	G G G G G F F	#3 F F E I I I I	I H H H H H G	G G G G F F F	#2 F E I I I I I	H H H H H G G	G G G F F F F
r #2	J J J J E M M	M M M L L L L	L K K K K K J	#1 J J J E M M M	M M L L L L L	K K K K K J J	#3 J J E M M M M	M L L L L L K	K K K K J J J
e #3	N N N N N E E	Q Q Q Q P P P	P P (0 0 0 0 0)	#2 N N N N E E Q	Q Q Q P P P P	P (0 0 0 0 0) N	#1 N N N E E Q Q	Q Q P P P P P	(0 0 0 0 0) N N
a #4	S R R R R R Q	U U U U U T T	T T T S S S S	#4 R R R R R Q U	U U U U T T T	T T S S S S S	#4 R R R R Q U U	U U U T T T T	T S S S S S R

(32)

A- E- I- M- Q- U-
B- F- J- N- R- ExBrd:
C- G- K- O- S-
D- H- L- P- T-

*Calendar Holiday

PREVIOUS PAGE WAS BLANK

APPENDIX TO PLAINTIFFS BRIEF IN COURT OF APPEALS

A proposed revision of the defendant's Refinery Pumping Department Schedule

The defendant's Refinery Pumping Department Schedule ("Exhibit A") utilizes capital letters as symbols for the various employees in plaintiff's department, plaintiff being designated by the symbol "O" (*Stipulation of Facts*, para. 23). Weekends during 1977 when plaintiff's weekend assignments conflict with his reserve obligation are underlined.

In order to accommodate the plaintiff's obligation, and provide him with the maximum number of 40-hour working weeks, the schedule must be redesigned so as to schedule other employees for many or all of the plaintiff's conflicting weekends, and, in turn, to substitute plaintiff for other employees' weekend shifts. This should be done so as not to increase materially the total number of weekend days during 1977 for which these employees have been scheduled. The resulting changes should also not result in employees working more than 40 hours in any week, so as to avoid overtime pay.

The following scheme is suggested:

January 15–16:

O work on January 10, 11 for G
G work on January 15, 16 for O

February 19:

O work on February 14 for K
K work on February 19 for O

February 26–27:

O work on February 26, 27 for J
J work on February 23, 24 for O

March 5–6:

O work on March 5, 6 for J
J work on March 2, 3 for O

PREVIOUS PAGE WAS BLANK

May 21, 22:

O work on May 17 for G and on May 18 for J
G work on May 22 for O, and
J work on May 21 for O

June 18–19:

O work on June 13, 14 for N
N work on June 18, 19 for O

July 16:

O work on July 11 for K
K work on July 16 for O

July 23, 24:

O work on July 23, 24 for J
J work on July 20, 21 for O

July 30:

O work on July 30 for J
J work on July 27 for O

August 6, 7:

O work on August 6 for L and on August 7 for G
L work on August 1 for O, and
G work on August 2 for O

August 21:

O work on August 19 for L
L work on August 21 for O

October 15, 16:

O work on October 11, 12 for J
J work on October 15, 16 for O

November 19:

O work on November 14 for G
G work on November 19 for O

December 17, 18:

O work on December 17 for L and on December 18 for G
L work on December 12 for O, and
G work on December 15 for O

December 24:

O work on December 24 for L
L work on December 19 for O

December 31:

O work on December 31 for L
L work on December 26 for O

These changes will result in the following total weekend days assigned to the employees involved:

Before Changes	*After Changes*
G - 70	72
J - 75	72
K - 68	70
L - 75	73
N - 70	72
O - 70 (Monroe)	71

Supreme Court of the United States

No. 80-298

ROGER D. MONROE, PETITIONER,

v.

THE STANDARD OIL COMPANY

ORDER ALLOWING CERTIORARI. Filed November 3, 1980

The petition herein for a writ of certiorari to the United States Court of Appeals for the Sixth Circuit is granted.

☆U.S. GOVERNMENT PRINTING OFFICE: 1980 334500 196